



U.S. Department of Justice

Environment and Natural Resources Division

Natalie G. Harrison
Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044-7611

Telephone (202) 305-0461
Facsimile (202) 616-2427
natalie.g.harrison@usdoj.gov

January 5, 2017

Wanda Chin Monahan, Esq.
Law Offices of Wanda Chin Monahan, LLC
50 Cardinal Drive
Suite 102
Westfield, New Jersey 07090

Dear Ms. Monahan,

Enclosed is the signed tolling agreement between the United States and the Borough of Ringwood regarding the ongoing CERCLA claims for the Ringwood Mines/Landfill Superfund Site Operable Unit 2.

Sincerely,


Natalie G. Harrison, Esq.

cc: Frank Cardiello, Esq., U.S. EPA Region 2, Office of Regional Counsel
Robert Maher Jr., Esq., U.S. Department of Justice

TOLLING AGREEMENT FOR CLAIMS REGARDING RINGWOOD MINES/LANDFILL SUPERFUND SITE

This Tolling Agreement is entered into between the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the Borough of Ringwood, New Jersey ("the Borough").

WHEREAS, the United States contends that it may have claims, counterclaims, or causes of action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, et seq., against the Borough in connection with the Ringwood Mines/Landfill Superfund Site ("Site") in New Jersey (the "Tolled Claims").

WHEREAS, the United States and the Borough (collectively, the "Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

NOW, THEREFORE, the Parties hereto, in consideration of the covenants set out herein, agree as follows:


1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on December 23, 2016 and ending on June 30, 2017, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.
2. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period, shall not include the Tolling Period for the Tolled Claims.
3. The Borough shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any affirmative defense, including, but not limited to, laches, estoppel, waiver or other equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period, in any action brought on the Tolled Claims.
4. This Tolling Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any party to this Tolling Agreement. Nor does this Tolling Agreement constitute an admission or acknowledgment on the part of the United States that any statute of limitations, or defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.
5. This Tolling Agreement may not be modified except in a writing signed by the Parties. This Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against the Borough, or the date on which the United States may file such a complaint.
7. This Tolling Agreement is not intended to affect any claims by or against third parties.
8. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement, or any agent of such Party, that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.
9. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Tolling Agreement shall be binding upon the United States and upon the Borough and its successors.
10. This Tolling Agreement is effective upon execution by the Parties, and without the requirement of filing with the Court, and may be signed in counterparts.

For the United States on behalf of EPA

For the Borough of Ringwood

ROBERT E. MAHER Jr.
Assistant Section Chief
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section



NATALIE G. HARRISON
Trial Attorney
U.S. Department of Justice
Environmental and Natural Resources Division
Environmental Enforcement Section

1/5/17

Date



Wanda Chin Monahan, Esq.
Sed. & C., Capi. & Capi. LLC

12/28/2016

Date